

**852.246-71**

Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.<sup>2</sup>

(End of clause)

**852.246-71 Inspection.**

As prescribed in 846.302-71(a), insert the following clause:

**INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of clause)

*Alternate I* (JAN 2008). As provided in 846.302-71(b), insert the following clause:

**INSPECTION (JAN 2008)**

The contractor shall remove rejected supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for nor pay for products rejected. The contractor will be liable for costs incident to examination of rejected products.

(End of clause)

**852.246-72 Frozen processed foods.**

As prescribed in 846.302-72, insert the following clause:

**FROZEN PROCESSED FOODS (JAN 2008)**

The products delivered under this contract shall be in excellent condition, shall not show evidence of defrosting, refreezing, or freezer burn and shall be transported and delivered to the consignee at a temperature of 0 degrees Fahrenheit or lower.

<sup>2</sup>The above clause will be modified to conform to standards of the industry involved.

**48 CFR Ch. 8 (10-1-12 Edition)**

(End of clause)

**852.246-73 Noncompliance with packaging, packing, and/or marking requirements.**

As prescribed in 846.302-73, insert the following clause:

**NONCOMPLIANCE WITH PACKAGING, PACKING AND/OR MARKING REQUIREMENTS (JAN 2008)**

Failure to comply with the packaging, packing and/or marking requirements indicated herein, or incorporated herein by reference, may result in rejection of the merchandise and request for replacement or repackaging, repacking, and/or marking. The Government reserves the right, without obtaining authority from the contractor, to perform the required repackaging, repacking, and/or marking services and charge the contractor at the actual cost to the Government for the same or have the required repackaging, repacking, and/or marking services performed commercially under Government order and charge the contractor at the invoice rate. In connection with any discount offered, time will be computed from the date of completion of such repackaging, repacking and/or marking services.

(End of clause)

**852.246-74 Special warranties.**

As prescribed in 846.710-70, insert the following clause:

**SPECIAL WARRANTIES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of clause)

**852.246-75 Warranty for construction—guarantee period services.**

As prescribed in 846.710-71, insert the following clause:

**WARRANTY FOR CONSTRUCTION—GUARANTEE PERIOD SERVICES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained